



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

153 Mich. 652, 118 N. W. 366; *Beauchamp v. Sturges & Burn Mfg. Co.*, 250 Ill. 303, 95 N. E. 204. And the employer is liable, even in case of a pure accident, as the act of employment contrary to the statute is negligence *per se*, giving a basis for the action, if the employment is a proximate cause of the injury. *Kircher v. Iron Clad Mfg. Co.*, 134 App. Div. 144, 118 N. Y. Supp. 823; *Osborne v. McMasters*, 40 Minn. 103, 41 N. W. 543; *Monroe v. Hartford St. Ry. Co.*, 76 Conn. 201, 56 Atl. 498. See *Smith v. Mine & Smelter Co.*, 32 Utah, 21, 30, 88 Pac. 683, 686. Cf. E. R. Thayer, "Public Wrong and Private Action," 27 HARV. L. REV. 317.

PUBLIC OFFICERS — NATURE OF PUBLIC OFFICE — BEGINNING OF TERM. — A statute increased the salary of holders of certain judicial offices, who should be thereafter elected or who had been elected, but whose terms of office had not commenced (1915 ILL. LAWS, 442, § 1). The commencement of the term was not fixed by the statute creating said offices. Relator was duly elected but had not assumed the duties of his office. He sues for the increased allowance. *Held*, that the term of office began on the date of election. *People ex rel. Holdom v. Sweitzer*, 117 N. E. 625 (Ill.).

Statutes creating public offices usually specifically defer the commencement of the term to an appreciable time after election to give the new incumbent opportunity to arrange his affairs and qualify for office. See MECHEM, PUBLIC OFFICERS, § 386. In the absence of such provision, however, the term will run from the date of election. *State v. Constable*, 7 Ohio, 7; *Haight v. Love*, 39 N. J. L. 476. But cf. *Brodie v. Campbell*, 17 Cal. 11. The question suggests itself as to who is vested with authority where qualification of the new official is delayed. At the common law an officer's rights and duties ceased at the expiration of his term. *People v. Tieman*, 30 Barb. (N. Y.) 193; *State v. Sheldon*, 8 S. D. 525. See *Badger v. United States*, 93 U. S. 599, 601. But cf. *Anon.*, 12 Mod. 256. In a few jurisdictions a holding over was permitted for considerations of convenience, until a successor was qualified. *Robb v. Carter*, 65 Md. 321, 4 Atl. 282; *Tuley v. State*, 1 Ind. 500. However, almost everywhere today statutes or constitutions provide for a holding over until the new officer qualifies. See WILLIAMS, PUBLIC OFFICERS, 10 LIB. AM. L. & PR. 150. The rights and duties of the extended period are not varied, and a resignation is permitted if allowed during the term. *State v. Page*, 20 Mont. 238, 50 Pac. 719. The decision in the principal case seems sound, and the statutory distinction between election and incumbency inapplicable to relator's term of office.

STATUTE OF FRAUDS — INTEREST IN LANDS — PAROL RESCISSION OF CONTRACT FOR SALE OF LAND. — An executory written contract for the sale of land was rescinded by a subsequent oral agreement. *Held*, that the agreement to rescind was not within the Statute of Frauds. *Ely v. Jones*, 168 Pac. 1102 (Kan.).

It is well settled that equitable interests are within the statute. *Toppin v. Lomas*, 16 C. B. 145; *Dougherty v. Catlett*, 129 Ill. 431, 21 N. E. 932. Since a binding contract for the sale of land creates an equitable interest in the land in the purchaser, it would seem that a rescission, which is tantamount to a reconveyance of this equitable interest, would be within the statute. This reasoning has the approval of most courts and text-writers. *Dougherty v. Catlett*, *supra*; *Dial v. Crain*, 10 Tex. 444; *Hughes v. Moore*, 7 Cranch (U. S.), 176. See *Carr v. Williams*, 17 Kan. 575, 582. See also BROWNE, STATUTE OF FRAUDS, § 267; SMITH, STATUTE OF FRAUDS, § 3631; WILLISTON, SALES, 149, note 1. However, the principal case has the support of some authority. See *Goss v. Lord Nugent*, 5 B. & Ad. 58, 66. If the contract did not give an equitable interest in the land, it would be on all-fours with contracts for the sale of chattels, of greater value than \$500, and the rescission would be effectual. See WIL-